

NOTICE TO PROCEED

31 August, 2020

MS. MARIA VICTORIA S. ROXAS MARROX TRADING AND CONSTRUCTION Binangonan, Rizal

Dear Ms. Roxas:

The attached Contract Agreement having been approved, notice is hereby given to

MARROX TRADING AND CONSTRUCTION that work may proceed on the

Construction of 2-storey Ynares Multi-Purpose Building (Senior Citizen's Building)

at Brgy. Poblacion Ibaba, Angono, Rizal

effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

9.1.2020

RIA VICTORIA S. ROXAS

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

 in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Seven Burdeed Righty-Mine Thousand Rine Handred Seven Person

4 94/100 (p4,/89, 90/.94), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement the Contractor has posted the required performance security of PESOS (In Hillian Four Hillian Fou
- Contractor undertakes to post a warranty scenity to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise meansistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restriction shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the enperformed portion for every day of delay. Once the camulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's obsalth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and Nother labor laws;
 - 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
 - 1). That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
 - 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
 - 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
 - 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
 - 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9180, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

STATEMENT AND CONSTRUCT	TION RIZAJ.	PROVINCIAL GOVER	RNMENT
Entity/Fight/Corporation		à	
By: Manuelle	By:	*	
HARIA MICTORIA NOVAS	1	REBECCA A. YNARE	s
Proprietor/Manager/President	_	Governor &	
le.	WITNESSES	8	
LOLITA DE CUZMAN		<u>ma,</u> vic <u>toria b. ti</u>	<u>A</u> ÇA <u>E</u>
,	NOTARIAL ACKNOWLEDGA	ÆNT	
EPUBLIC OF THE PHILIPPINT	•	-	
MITPOLO CITY) S.S.	-1 0.1	
BEFORE ME, a Notary Po	ablic for and in AMS ONE RI	ersonally appeared the :	following
Name/Entity	Valid ID Presented	Date	Place
KON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Mansta
ua victoria rokas	TIN NO. 237-191-511		

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page betcof, refers to the Agreement for:

Construction of 2-storey Yearse Multi-Purpose Building (Senier Citizen's Suilding) at Brgy. Published Marie L. San TOS

WITNESS MY HAND AND SEAL this AUG 31 200 of Size PROVINCE OF RIZAL

Antipolo City.

Doc No. 356

Prige No. 336

Book No. 1

Series 2020

MGC4 Demonstration 14 2022



NOTICE TO PROCEED

31 August, 2020.

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho.

The attached Contract Agreement having been approved, notice is hereby given to

ANROL CONSTRUCTION that work may proceed on the

Asphalt Overlaying/Concrete Reblacking(portion) of F. Cequeña St, Brgy, Macamot, Binanganan, Rival effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES Governor &

Lacknowledge receipt of this Notice on:

9.1.2026

Authorized Signature:

Name of the Representative of the Biddor:

CLARENCE C. CACHO

CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between						
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and						
ANROL CONSTRUCTION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pacing City and berein represented by its Proprietor/President/General Manager, CLAPERE CACHD , of legal age, Filipino citizen, single/married, resident of Pacing City , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,						
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 9, 2019 namely:						
Asphelt Overlaying/Concrete Reblocking (portion) of F. Orquese St., Brgy. Mecemot, Binengones, Risel						
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 July 2020 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Ten Million One Sundred Minety-Six Thousand Two Handred Porty-Right Pesce 6 21/100 (P 10,196, 248, 21), Philippine Currency.						
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:						
1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:						
a. SP Ordinance No. 21, 4. 2019						
b. Certificate of Availability of Funds						
c. Scope/Program of Work and Detailed Estimate						
d Drawing, Plans and Specifications c. Construction Schedule						
f. Request for Expression of Interest						
g. Bidding Documents including all the documents/statements contained in the witning						
bidder/s (wo (2) bidding cavelopes						
h. Bid Security						
i. Addenda and Supplemental Bulletins						
j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the						
Rules and Regulations implementing R A. No. 9184						
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;						
3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Ten Hillian One Mondred Minety-Six Thousand Two Hondred Forty-Light Pesos o						
21/100 (P 10,196,248,21), Philippine						
Currency, in consideration of the construction and only upon completion of the infrastructure works						

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Turbe Hillen Fifty-Eight Thousand Fight Endeed Seventy-Four Pages 2 46/100 (P 3,050,874.46)

Philippine Currency, in the form of **Perfectuaries bond** as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Comract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pny taxes in full and on time, faiture to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 676, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to reson to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located

IN AVIT NESS MADEREC	OF, the parties have hercunto signate Antipolo City.	ned this Agreement this	day of
Entity/Firm/Corporation	RIZAJ	PROVINCIAL GOVER	NMENT
Proprietor/Managor/Presiden		REBECCA A. YNARE Governory	S
LOLITA PLOLIZIZMAN	WITNESSES !	MA, VICTORIA B. TI	<u>UADA</u>
/ ý.	NOTARIAL ACKNOWLEDG	MEN'T	
REPUBLIC OF THE PHILIPPID ANTIPOLO CITY REFORE ME a Notary	NES)) S.S. ANGONO, ! Public for and in Antipolo City, ;	C.) ZAL personally appeared the s	following
Name/Entity	Valid ID Presented	<u>Date</u>	Place
HON, REBECCA A. YNARES	Pussport No. P8239281A	August 5, 2028	Manila
CLARBICE CACIO	TRN NC. 151-542-12	·	
all known to me and to me knowledgment that the same is present.	two to be the same person's whether free voluntary act and deed	o executed the foregoing as well as the entity that	g instrument and they respectively
This instrument consists	no of three (3) pages including t	his made wherein this ac	knowledgment i

This instrument, consisting of three (3) pages including this page written and has been signed by the parties hereto in each and every page bereof, refers to the Agreement for:

Asphelt Overleying/Contrets Measure, Simengones, Risel	Reblocking (portion)	of F. Comman St., Brgy.
WITNESS MY HAND AND S Antipolo City. Doc No	SEAL this ANG 31 2020 Gay of _	ATTY ARTICA MAPIE L. SANTOS MOTANTANIA Capital. -for Artiche D. C.



NOTICE TO PROCEED

31 August, 2020.

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the
Const. of 2 Storey Multi-Purpose Building at Mahabang Parang
Elem. Schoool, Brgy: Mahabang Parang, Binanganan, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. VNARES

Government

Lacknowledge receipt of this Notice on:

4.1.2000

Authorized Signature;

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS:

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This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Reque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangeon, Rizel and herein represented by its Proprietor/President/General Manager, LAURO M. UBLANAS of legal age, Filipino citizen, single/married resident of Binangonen, Rizel hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 2019
Construction of 2 storey Multi-Furpose Building at Mebabang Fereng Elementary School, Brgy. Mehabang Parang, Bioangonan, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding bold last 20 July 2020 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million One Hundred Sixty-Six Thousand Eight Hundred Seventy-Five Feed 4 64/100 (P 3,165,673.64), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
One Bushed Thirty-Six (136) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, 2. 2019 b Certificate of Availability of Funds c. Scope/Program of Work and Detailed listimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PHDVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
Three Hillien One Hundred Sixty-Six Tocusend Fight Hundred Seventy-Five Peros

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

(p 3,100,875.64

), Philippine

- The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- S. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine tankined Fifty Thousand Sixty-Two Feaot & 69/200

 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Foilures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Producement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or resultation shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this iRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of ection and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- in this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elegrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOP, the parties have hereunto signed this Agreement this __ 2 1 AUC 2020 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KIE CHADAS CONSTRUCTION CORPORATION Emity/Firm/Corporation By: LAURO M. UBTADAS REBECCA A. YNARES Proprietor/Manager/President WTINESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILLIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Anapolo City, personally appeared the following Place Valid ID Presented Date Name/Entity Passport No. P8239281A August 5, 2028 Manile HON, REBECCA A. YNARES TIN NO. 008-420-689 LAURO M. UBIADAS all known to me and to me known to be the same person's who executed the foregoing instrument and

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of 2 storey Multi-Purpose Building at Mahabang Parang Elementary School, Brgy. Mahabang Parang, Binangsman, Misel

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	AUG 3 1 7020	ATTI ANNA MARIE L. SANTOS
WILLS MY HEAR Antipologija, ONO, RYZAR	AND SEAL thisday of	ਾਰਡਾ Angono, B:nengenan & Cardona
Antipolo Auto Orio	• •	attinithe PROVINCE OF REAL
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		MCLE Compliands No.VI-0007683 Vatid until April 14, 2022



NOTICE TO PROCEED

31 August, 2020

MR. DANILO C. MAGNO
TRANCOM ENGINEERING CONSTRUCTION
Taylay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION—that work may proceed on the Construction of 2-storey Ynares Multi-Purpose Building (Senter Citizen's Office) at Apple Village I, Brgy. San Juan, Cainta, Rital effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal,

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

4-1-2020

CONSTRUCTION AGREEMENT 4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and

	TRANCOM ENGINEERING CONSTRUCTION a sole proprietorship/private corporation, duly
<i>ح</i> د	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Teytey, Rizel and berein represented by its Proprietor/President/General Manager, DANILO MAGEO of legal age, Filipine citizen, single/married, resident of Teytey, Rizel hereinafter referred to as the CONTRACTOR WITNESSETH, That,
(the	WHEREAS, the PROVINCE dectares that certain infrastructure works should be constructed in parsuant of the Sangguniang Panlalawigan Ordinance No. 15, 1-2020
	Construction of 2-storey Ynsres Multi-Purpose Building (Senior Citizen's Office) et Apple Villege I, Brgy. San Juan, Cainta, Risal
	WERDEAS, the COMERACTOR agarrenting that it has the financial and technical connecence

to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive.

Bid in a public bidding held last 28 July 2020 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Toree Million Three Hundred Fourteen Thousand Seventy—Six Peace & 03/100 (P 3, 314,076.03), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within One Handred Thirty-Six (136) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 15, z. 2020
- b. Certificate of Availability of Funds
- e, Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- c. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Three Handred Fourteen Thousand Seventy-Six Pesos & 03/100

 (P 3,314,076.03) Philippine Currency in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4 The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine tundend Ninety-Four Trousant Two Hardred Twenty-Two Pesos & 81/100

 Philippine Currency, in the form of Performance Fond as a measure of guarantee for the feithful compliance of and compliance with his obligations under this Agreement and all pupers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the producement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12 The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinalter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 918%, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restriction for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ at Antipolo City RIZAL PROVINCIAL GOVERNMENT TRANSCA ENGINEERING CENSTRUCTION Entity/Firm/Corporation By: REBECCA A. YNARES Governor & tof/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT THE PURI IPPINES) ANGONO, RIZAL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity August 5, 2028 Manila Passport No. P8239281A HON REBECCA A. YNARES TIN NO. 130-861-254 Danteo **Magro** all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the cutity that they respectively

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of 2-storey Ymares Multi-Purpose Building (Senior Citizen's Office) at Apple Village I, Brgy. Sen Juan, Cainta, Rizel

present.

ANGONO, RIZAL	day of	ATTY ANNA MARIE L. SANTOS at ROSPANOSAS ESPECIAL for Angono, Sinangonan & Carcona
Dac No. 346 .		all in the PROVINGS OF TABLE Unit December 31, 2014
Page No	•	NOTARY TO AVAIL 16973 zst Roll of Attorneys No. 69250 189 Lifetime Member No. 016632 /R.zs MCLE Compliance No.VI-000788. Valid until April 14, 2027



NOTICE TO PROCEED

31 August, 2020

MS. MARIA TERESITA F. PAMINTUAN MJP CONST.& DEVT.CORP. Baros, Rizal

Dear Ms. Pamintuan:

The attached Contract Agroement having been approved, notice is hereby given to MJP CONST. & DEVT. CORP. that work may proceed on the Upgrading of B. Pag-Asa St. (Rizal Ave.-Isagani St.), Brgy. Sta. Ana, Taylay, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

Governor ♂

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: MARIA TERESITA F. PAMINTUAN

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Begy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Boros, Rizol and herein represented by its Proprietor/President/General Manager, MARIA TERESITA F. PAMINTUAN, of legal age, Filipino citizen, single/married, resident of Boros, Rizol bereinafter referred to as the CONTRACTOR, WIFNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, \$\sum_{\text{s}}\$ 2019 _____ namely:

Upgrading of B. Pag-Asa St. (Risal Ave.-Isageni St.), Ergy. Sta. Ana, Taytoy, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 28 July 2020 ______ has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Six Bundred Pifty-Four Thousand Five Handred Thirty-Two Peros 8 06/100 _____ (P3,654,532.06 _____). Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within One liturated Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance No. 21, 5, 2019
 - b Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e, Construction Schedule
 - f. Request for Expression of laterest
 - g. Bidding Documents including all the documents/statements contained in the witning bidder/s two (2) bidding envelopes
 - b, Bid Security
 - i. Addenda and Supplemental Bulletins
 - j Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Hillion Six Handred Fifty-Four Thousand Five Hundred Thirty-Two Pesos

 6.06/100

 (P. 3,654,532.06), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

S. Markey.

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Coutract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>One Million Ninety-Six Thousand Three Handred.</u>

 Fifty-Nine Peans 5 62/100 (P 1.096, 359.62)

 Philippine Currency, in the form of <u>Performance Bond</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be susmitted by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undutakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties beteto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anylall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

IN WITNESS WHEREOF, at A	the parties have he intipolo City.	rounto signo	d this Agreement this	
CONSTRUCTION & DEVELOPMENT	CORPORATION	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation				
By:		Ву:	б	
HARIA TERESITA F. PAMINI	TUAN:	R	EBECCA A. YNARE	2
Proprietor/Manager/President			Governor }	
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REPUBLIC OF THE PHILIPPINES AN AMOUNCATU ZAL) S.Z.		•	
BEPORE MF, a Notary Pub	ANGON lie for and in Antip	iO, RTZAL ido City, per	sonally appeared the	following
Name/Emity	Valid ID Pres	ented	<u>Date</u>	Place
HON, REBBCCA A. YNARES	Passport No. P8	239281A	August 5, 2028	Manila
aria teresita f. Paminiuan	TIN NO. 213	504-783		

present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

***************************************				-				
Opgrading of B.	Pag-Ass	\$ t.	(Rimel AveIsagemi	St.),	Всду.	Stm.	Ane,	Taytay,
Rizel				_			مرزومط	,L

			ATTY ARRIVA MARKIEL, SANTOR
			NOTARY PUBLIC
			for Angono_Binaugonay & Cardona
WITNESS MY HAND AND SEAL BUS	 	_day of	
AMOSONO, RIZAL			for Angego Hinguponay & Cardona
MINGOISONICATION			Add Malloc No. 1879.6.4

PTR NO /3 km Rizal Roll of Abor bys No 59250 Doc No. Page No. BP INDEAR MERIDIO NO 016632 /Riza Book No. MCLE Compliance No.Vi-0007883 3க் 20 🔏 Valid until April 14, 2022



NOTICE TO PROCEED

31 August, 2020

MR. CECIL P. FRANCISCO C.P.F. CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to
C.P.F. CONSTRUCTION that work may proceed on the
Improvement/Concreting of Road at Block 12, Sitio Tapayan, Brgy. Sta. Ana, Taytay, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

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REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CECIL P. FRANCISCO

CONSTRUCTION AGREEMENT &

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Otiveros St., Brgy. San Roque, Antipoto City, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and
	C.P.F. CONSTRUCTION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Cardone, Rizel, and herein represented by its Proprietor/President/General Manager, CECIL P. FRANCISCO, of legal age, Filipino citizen, single/married, resident of Cardone, Rizel, hereinafter referred to as the CONTRACTOR, WITNESSETTI, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
	Taytay, Rizal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 July 2020, has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Itilition Five Bundred Interty-Three Thousand Nanety-One Perce 5 25/100 (P.1,533,091,26), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within Elghty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and interporated berein by way of reference, namely:
,	a. SP Ordinance No. 21, *. 2019
Ĺ	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
3	d. Drawing, Plans and Specifications
₹	e. Construction Schedule
ļ	f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning
Ξ.	hidder/s two (2) bidding envelopes
	b. Bid Security
	i. Addenda and Supplemental Bulletins
	\(\) j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
	Rules and Regulations implementing R.A. No. 9184
	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Pive Hundred Thirty-Three Thousand Minety-One Pesos & 26/100
	Currency, in consideration of the construction and only upon completion of the infrastructure works
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unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Exercised Fifty-Rine Thousand Rine landred Perturbation Thousand Rine landred Perturbation (P 455, 927.38)

 Philippine Currency, in the form of Performance Econd as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and rentedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the perment provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

c.p.s. colstruction	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		_	
By: J-PMMM	By:	6	
CECHT, P. FLANCISCO	R	EBECCA A. YNARE	S
Proprietor/Mariager/President		Governor &	
/	WITNESSES	مو	
IX.			NIADA
<u>LOLITAZS. BYĆ GUZMAN</u>	<u> </u>	<u> MA_VICTORIA/B_TI</u>	EJA <u>DA</u>
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	NOTARIAI. ACKNOWLEDGM	EN1.	
REPUBLIC OF THE PHILIPPIN	res)		
ANTIPOLO CITY) S.S.		
BEFORE ME, a Notary i	Public for and in Antifetion (1), pc	$\{XA_i\}$ (sonally appeared the i	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
CECIL P. FRANCISCO	71× NO. 124-335-980		

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Improvement/Communication of Ross at Shock 12, Sitto Tepayro, Brgy. Ste. Acc., Taytay, Risel

8 Careon F RIZA 31, 802; 197000 izal 69250 16632 /R: 0007801



NOTICE TO PROCEED

31 August, 2020

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Improvement/Rehabilitation of Tenement Road, Brgy. San Juan, Taylay, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CONSTRUCTION AGREEMENT >

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Carcumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

KIT VEIALAS CONSTRUCTION CORPORATION— a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at 21nangonan, 21zal and berein represented by its Proprietor/President/General Manager. LARO M. UBIADAS of legal age, Pripino citizen, single/married, resident of Binangonan, 21zal, hereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 7, 2019 ______namely:

Digrovement/Rebebilitation of Tenstent Road, Brgy. San Juan, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 28 July 2020 has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Nine Bundled Sixty-Bine Thousand Mine is accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Nine Bundled Sixty-Bine Thousand Mine is accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Nine Bundled Sixty-Bine Thousand Mine is accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

The whole works subject matter of this Agreement shall be completed within Seventy-Two (12_) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 21, v. 2019
- b, Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f, Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h Bid Security
- Addenda and Supplemental Bulletins
- Notice of Award of Contract and the Contractor's Conformitythereto.
- k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Nine Handred Slaty-sine Thousand like Rundred Fifty-Eight Peros

 8 57/100 (P2,969,958.57), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Hid and as agreed upon by the Contractor;

(A)

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b

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Eight fundred Rinety Thousand Nine Hundred Eighty-Seven Pesos & 57/100 (P 890,987.57)

 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procutement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR underakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

IN WITNESS WHEREOF	F, the parties have hereunto signed L'Antipolo City	this Agreement this	day of
IT UNIADAS CONSTRUCTION CO	RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By: PRI	Ву:	L	
LAURO N. UBLADAS	RE	BECCA A. YNARE	\$
Proprietor/Manageg/President		Governor 6	
/2	WITNESSES		
LOUTA B DE GEZMAN	Vi	DADA	
100148 DE OBENIAS		a. 145.7 (150.1 t 2. 12	21011
	NOTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPIN			
ANTIPOLO CITY) S.S.		
BEFORE ME, a Notary P	while for and in Aldebook City, pers	onally appeared the l	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manib
LAURO M. UBEADAS	71: 120. 003-410-669	···-	
all known to me and to me know acknowledgment that the same is to present.	vo to be the same person's who en light free voluntary act and deed as v	recuted the foregoing	g instrument and they respectively

written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for;

Imprevement/Authabilitation of Tenement Road, Brgy. San Juan, Taytay, Rissl								
WITNESS MY HAND AND SEAL thing 3.1 [978] Amipping Grand, R. I. Zer. Doc No. 377	ATTY-ANNA MARIE L. SANTON. for Angelts, *Inacgonan & Cardona all in the PROVINCE OF RIZAL Until Dacember 31, 6981 Adn. Matter No. 19 200 PTR NO. 19 200 PTR NO. 19 200 PTR NO. 19 200 PTR NO. 19 200 DP Lifetime Member No. 616632 /R:2a MCLE Compliance No.VI-0007880 Valid Until April \$4, 2022							



NOTICE TO PROCEED

31 August, 2020

MS, JESSA F. PAYTE STEELBEND CONSTRUCTION INC. San Juan City

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC. that work may proceed on the Construction of Ynares Stage at Taytay Senior High School, Brgy. Dolores, Taytay, Rital effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. VNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

91,3620

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Sun Juan City and herein represented by its Proprietor/President/General Manager, ISSEA PAYTE of legal age, Filipino citizen, single/married, resident of Sen Juan City hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, s. 2019 namely:
Construction of Ynares Stage at Taytey Senior High School, Brzy. Dolores. Taytey, Rizal WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last _28_brly_2020
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sinty-Eight (68) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21 2 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate

d. Drawing, Plans and Specifications

Construction Schedule

f, Request for Expression of Interest

g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes

h. Bid Security

Addenda and Supplemental Bulletins

Notice of Award of Contract and the Contractor's Conformitythereto

k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

5. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS — Nine Bundred Sixty-Three Thousand Four isonared Squanty-Five Pesos 3 12/100—

(P 963-475-12—). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS_Two landred Eighty-Nine Thousand Forty-Two Pesos & 54/200 (P. 289,042.54)

Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this iRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore nor be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR underakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns only stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitraters under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction fudustry Arbitration Commission to resolved shall be

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AMMA MARIE L. SAIVTOS

Until Occamber 31, 202, Apm Maiter No., 91-04

ar Rive Provincial Capaci, for Argeno, singagonae & Cardona

all in the PROVINCE OF RIZAL

PTR NO. (244-04 Rizal
NOTARTOR REPROPERS NO. 69250
IBP Lifetime Momber No. 016632 /R 281
MCLE Compliance No. V~0007881
Velid Until April 34, 2022

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

works is/are located.	interparity of the Fibraice of Ka	gi where the marasit	reiate project at		
IN WITHESS WITH BEOF	, the parties have hercunto signed Antipolo City	d this Agreement this	day of		
STEELBEND CONSTRUCTION,	INC. RIZAL P	INMENT			
Entity/Firm/Corporation By:	Ъу:	6			
JESS PAYTE Proprietor/Manager/President	RJ	EBECCA A. YNARE Governor	S		
Is/	WITNESSES	×			
LOLTA B. HE GUZMAN	<u>3</u>	<u>ia victoriab, te</u>	AGAU		
(N	OTARIAL ACKNOWLEDGM	ENT			
REPUBLIC OF THE PHILIPPINE ANTEROPHY, KILLIPPINE) S.S.				
BEFORE ME, a Notary Pu	blic for and All Anupolo City, per	sonally appeared the f	following		
Name/Entity	Valid ID Presented	Date	Place		
HON, REBECCA A, YNARES	Passport Na. P8239281A	August 5, 2028	Maula		
JESSA PAYTE	TLN NO. 009-268-226				
all known to me and to me known acknowledgment that the same is the present.	n to be the same person/s who or our free voluntary act and deed as	executed the foregoing well as the entity that	instrument and they respectively		
This instruction, consisting written and has been signed by the pa	of three (3) pages including this arties herelo in each and every pag	page wherein this ac e hereof, refers to the A	knowledgment is agreement for.		
Construction of Ymares St Taytov, Rizal	tage at Taytay Senior Hig	h School, Brgy.	Dolores,		

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Antipoliniciono, RIZAL

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NOTICE TO PROCEED

31 August, 2020.

MR. JUAN PAOLO MIGUEL E. MANLAPIT L. EUSEBIO ACE DEVELOPMENT CORP. Pasig City

Dear Mr. Maniapit:

The attached Contract Agreement having been approved, notice is hereby given to L EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of Stone Masonry for Slope Protection (portion) of Turning River Ext., Brgy. Bagumbong, Jalajata, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. PNARES

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder: AN PAOLO SHGUEL E. MANLAOIT

CONSTRUCTION AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and

L.	EUS(23)	D ACE DE	VELO	PAENT CO	RPC/RATTON	, a sole i	торл	etorsbip/p	rivate con	porati	on, c	duly
orga	nized and	existing (ınder t	he laws of	the Republic	of the Phil	ippin	s, with pr	incipal pla	ce of	busir	0055
and	office	address	at.	Pasi	r City	,	an0	berein	represen	ted	by	rts
Prop	rictor/Pro	sident/Ger	ocrai .	Manager,	JUAN PAUL	O MIGUEL	P. 1	ANLAPIT	of legal	age,	Filip	pino
citiz	en, sing	fe/married	, res	ident of	Pasic C	1tv	_, h	ercinaliter	referred	to	as	the
				ETH, That		•						

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pardalawigan Ordinance No. 21, 8, 2019 namely:

Construction of Stone Mercury for Siope Protection (portion) of Turning River Ext., Brgy. Bagumbong, Jelejala, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 28 July 2020 _____, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Fillion Two Hundred Sixty-Five Thousand Two purcticed Forty-Three Peace 8 63/100 _____ (P_4,265,243,03__), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within One Handred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21, v. 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Ridding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Two Hundred Staty-Five Thousand Ivo intralves Forty-Torse Fosos 602/100 (P 4, 265, 243.03), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

A Paper

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Cne 46111cn Tso fundred Seventy-Mine Thousand</u>

 Five fundred Seventy-Two Fevor 5 91/100 (P1.279.572.91)

 Philippine Correccy, in the form of <u>Performance Popel</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk lusurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14 CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitraters under Republic Act No 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Control the process of arbitration under the foregoing law shall be assumed part of this Control to some in writing if Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to reson to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS AVIDEREOF, the parties have hereunto signed this Agreement this ______ at Antipolo City. L. EUSEBIO ACE DEVELOPMENT RIZAL PROVINCIAL GOVERNMENT CORPORATION Entity/Firm/Corporation Bv: By: REBECCA A. YNARES Juan Paulo Niglass Governor y optictor/Ma stret/President WITNESSES MA. YICTOKIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 1 S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and ANGOPOLO City, personally appeared the following Valid ID Presented Place Date Name/Entity Passport No P8239281A August 5, 2028 Manita HON, REBECCA A, YNARES

JEIAN PAULO MIGUEL E. MANLAPIT THE NO. 000-159-917

all known to me and to me known to be the street person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively ರ್ಣಕ್≎ಗೆ.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Stone Mesonry for Slope Protection (portion) of Turning Siver Axt., Brgy. Magusbong, Jelejele, Rizel

THESS MENTANO AND SEAL INS __AUG 3 LANG.

Page No. Book No. Series 20 Ara

ATTY ANNA MARIE L. SANTOS NOTARY PIURITIC for Angone of Patiends in Carpetons

about the PROVINCE OF RIZAL

Unit Decamber 31 2231

Aom Malker No. 17 mg/c

PTR NO. 17 m Roll of Attourage No 68250 (BPD No. Well or No. 015522 /Rizer MCLE Compliance No VI-0007882 Valid until April 14, 2022



NOTICE TO PROCEED

31 August, 2020

MR. CLARENCE C. CACBO ANROL CONSTRUCTION: Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION that work may proceed on the Asphalt Overlaying/Concrete Reblocking(portion) of Villanueva St., Brgy. Punta, Jalajala, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor d

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CONSTRUCTION AGREEMENT 10

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

THIS PROPERTY. AT READ BIRD CHICAGO HILLS OF ADD ON HEAVY
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
ABICE CONSTRUCTION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City and berein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Pasig City bereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggeniang Panlalawigan Ordinance No. 21, 2, 2019 namely:
Aspholt Overleying/Consists Reblocking (portion) of Villenueve St., Brgy. Punts, Jolejale, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 July 2020 bas accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Contract Thirty-The Theorem Eight (P1,332,425.63), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
The whole works subject matter of this Agreement shall be completed within starty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
\ a. SP Ordinance No. 21, s. 2019
b, Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
i. Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Doposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
One MILLION PROVINCE bereby coverages to pay the CONTRACTOR the amount of PESOS
4 63/100 (P 1,332,825,63), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Three Hundred Minety-Nine Thousand Eligibal Standard Forty-Seven Perce & 69/300 (1/397,847.69)

 Philippine Currency, in the form of Performance Eand as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk tosurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the campulative amount of liquidated damaged reaches for percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injecties, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have become signed this Agreement this _ _ _ at Antipolo City. · 2 1 AUG 2020 AUROL CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Governor & Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) \$.\$. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Angono, R1ZAL Place Date Valid ID Presented Name/Entity Passport No. P8239281A HON, REBECCA A, YNARES August 5, 2028 Manila CLANERON CACHO <u>TIN NO. 151-542-125</u> all known to me and to me known to be the same person/s who executed the foregoing instrument and

all known to me and to me known to be the same person's who executed the foregoing instructed and acknowledgment that the same is their free verticitary art and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Asphalt Overlaying/Comercta Rablocking (portion) of Villenueva St., Ergy. Pumts, Jelajale, Risel

	WITNESS	МУ	HAND	AND	SE A1.	this .	U6 :	} 1 	7070 day	of .
Antipelo	Cuy.						•	-		
Dec No.	354									

Page No. <u>73</u> Book No. <u>1</u> Series 20<u>20</u> ATTY ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angorous Province Of RIZAL
Unit December 31,2001
Adm. Matter No. 19-200

PTR NO 134K09KRizal
NOT BAR A Microeys No. 69250
18P Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007863
Valid until April 14, 2022



NOTICE TO PROCEED

31 August, 2020.

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Asphalt Overlaying/Concrete Reblacking(partion) of Emeteria Pillus St., Brgy. Panta, Intajala, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governord-

Lacknowledge receipt of this Notice on:

9.1.2020

Anthorized Signature:

Name of the Representative of the Bidder:

LLL LL LARENCE C. CACHO

CONSTRUCTION AGREEMENT (

KNOW ALL MEN BY THESE PRESENTS:

this Agreement in conformity with the province of the Contract;

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duty organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
ANNOL CONSTRUCTION a sofe proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Posig City and herein represented by its
Proprietor/President/Ocneral Manager, CARINCE CACHO, of legal age, Filipino citizen, single/married, resident of Pools City, bereinafter referred to as the
CONTRACTOR WITNESSETH, That,
· · · · · · · · · · · · · · · · · · ·
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 9, 2019 namely:
Asphelt Overlaying/Communete Reblocking (portion) of Emeteric Piller St., Brgy.
Pents, Jolejele, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
• Bid in a public bidding held last 28 July 2020 has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Hillion Four Hundred Fifty-Three Theorems Seven
Handred Trenty-Five Peans 4 18/100 (P. 3.413.725.18) Philippine Currency
Handred Twenty-Five Peros & 18/100 (P 3,433,725,18), Philippine Currency.
Handred Twenty-Five Pesos & 18/100 (P 3,453,725,18), Philippine Currency.
Handred Twenty-Five Pesos & 18/100 (P 3,433,725,18), Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
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NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-Two (72) calcular days, in accordance with the provisions of the Bid.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-Two (72) calcular days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
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3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Foor Handred Fifty-Three Thousand Seven Handred Totally-Five Pesos & 18/100 . (P 3,453,725.18) Philipping

Person & 18/100 . (P 3,433,723.18), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Continetor has posted the required performance security of PESOS Cae Hillian Thirty-Six Thousand Cae Handred

 Seventeen Pesos & 55/100

 Philippine Currency, in the form of Performance Band as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's AR Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Mannal (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wil:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereou.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitraters under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction todustry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or

works is/are located. day of IN WITNESS WHEREOF, the parties have becount signed this Agreement this 2 1 AUG 2020 at Antipolo City. ANNOL CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Bv: REBECCA A. YNARES Proprietor/Manager/President Governor & WITNESSES DEGUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 18.5. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented $\underline{\text{Date}}$ <u>Place</u>

HON, REBECCA A, YNARES Passport No. P8239281A August 5, 2028 Manila CLARENCE CACSO TIN NO. 131-542-125

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and dued as well as the outity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this scknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Asphalt Overlaying/Contrete Reblocking (portion) of Emeteric Palles St., Brgy. Posts, Jakajeks, Masi Y ANNA MARIE L. SANTOS NOTARY PURLIC for Angono, Binanganan & Carriona all in the PROTINCE ISPANISACION. WITNESS MY HAND AND SEAL this AUG 3 1 200 Until December 31 3034 Antipolo City. Adm. Matter No.19-00C PTR NO.13300039Rizat Roll of Attornays No. 69250 Page No. _ 23.3 IBP LINGTON D16632 / Rizer

Book No. MCLE Compliance No.VL-0007883 Series 20 dio. Valid until April 14, 2022



NOTICE TO PROCEED

31 August, 2020

MR. JOVTTO L. LANSANG LANSANG CONSTRUCTION Marikina City

Dear Mr. Lansang:

The attached Contract Agreement having been approved, notice is hereby given to LANSANG CONSTRUCTION—that work may proceed on the Repair of Ynares Municipal Huspital, Brgg. Ist District, JalaJala, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor *

l acknówledge receipyof this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

ν/)

CONSTRUCTION AGREEMENT (2-

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	LANSANG CONSTRUCTION: a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at www.ikire-ciey-and-berein represented by its-proprietor/President/General Manager , 15/2.C.LANSANG , of legal age. Filipino citizen, single/merried, resident of 15/2.ikine-city , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 15, #. 2020 namely:
	Repair of Ymares Municipal Cospital, Brgy. 1st District, Jelajala, Rizal
•	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 July 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within Seventy-Bix (75) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 15, s. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications c. Construction Schedule
1	f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelages b. Bid Security
	i. Addends and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto
	k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Four Handred Two Thousand Twenty Peros 5 34/100
	Currency, in consideration of the construction and only upon completion of the intrastructure works
	Currency, in consideration of the construction and only apart completent of the interest for the time and in the

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Handred Twenty Thousand Six Handred Six

Philippine Currency, in the form of Performence Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Acl and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of detay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR and takes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15 Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Inrisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF	, the parties have hereunto signed Antipolo City.	this Agreement this	day of
Entity/Firm/Corporation By: Common and Corporation LUZ C. LANSANG Proprietor/Manager/President	By:	ROVINCIAL GOVE D BECCA A. YNARE Governor	
LOLITA BARGIIZMAN	WITNESSES M NOTARIAL ACKNOWLEDGME	A <u>VICTORIA B.</u> TI (ENT	E <u>JADA</u>
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY BEFORE ME, a Notary Pi	ES)) S.S. iblic for and have still bell City, per	sonally appeared the	following
Name/Unbity	Valid ID Presented	<u>D</u> arc	Place
HON, REBECCA A. YNARES LUZ G. LANSANG	Passport No. P8239281A T1N NO. 100-146-633	August 5, 2028	Manila

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair of Ynares Sumicipal Rospital, Bray. 1st Metrict, Jelejala, Pizal

		ATTY ANTE MARKEL SANTO.
WITNESS MY HAND AND SEAL College Citanic, R. Land	7110 3 1 5050	NO ARY PUBLIC
WITNESS MY HAND AND SEAL	, thisthy of	for Angosp Signingsay & Gaecons ell name PROVINCE On RIZAL
Wilpolo City, NO, R! LAL		tin∰ ⊘ace mber 31, 22.2 ⁄
P. S an acc		ASM, MARGE NO 19-000 PTR NO 18-000 Rizal
age No. 75		Roll of Attorneys No. 69250 PROPARTA MATTER CNA. 018639 (5)

MCLE Compliance No.VI-000786: Series 20_26



NOTICE TO PROCEED

31 August, 2020

MR. SIDNEY B. SORIANO S.B. SORIANO CONSTRUCTION Morong, Rizal

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Consta. of Covered Pathwalk at Talaga Elem. School, Sitio Talaga, Brgy. Maybancol, Morang, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA APVNARES

Covernor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by

its GOVERNOR, HON. REBECCA A. YNARËS, in	nein referred to as the PROVINCE; and
S.B. SORIANO CONSTRUCTION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic	of the Philippines, with principal place of business and herein represented by its SORIAGO of legal age. Filining
WHEREAS, the PROVINCE declares that cer pursuant of the Sangguniang Panlalawigan Ordinance N	tain infrastructure works should be constructed in No namely:
Construction of Covered Pathwalk at Friege, Brgy. Maybancel, Merong, Riz	
WHEREAS, the CONTRACTOR, warranting	that it has the financial and, technical competence
to undertake the above said infrastructure works has b Bid in a public bidding held last	
Bid in a public bidding held last	, has accepted and binds itself to undertake
the construction and completion of the above said in	irastructure works strictly in accordance will the
following standards set forth in the bid documents, and consideration of the amount of	Elighty-Five Thousand In Managed Seven
resos & 11/100	(P. 885, 257, 13), Philippine Currency.
NOW, THEREFORE, for and in considerati- hereby agree as follows:	on of the foregoing premises, the parties bereto

The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely;

21, s. 2019

- a. SP Ordinance No.
- Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- Construction Schedule
- f, Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletins.
- Notice of Award of Contract and the Contractor's Conformitythereto.
- k. Credit Line Cortificate/NFCC/Cortificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PREVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Eight Hundred Lighty Hee	Thousand to pay		
		(P*\05,267.), Philippine
Currency, in consideration of the ci	onstruction and only	y upon completion of the	infrastructure works
unless otherwise agreed by the partie	s, subject of this Ag	reement as a contract price	at the time and in the
manner prescribed by the Contract ar	nd specified in the B	id and as agreed upon by th	ic Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- S. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS 100 Hundred Sixty-Five Thousand Five thindred

 Sixty-Fo Pecos 6 14/100 (P 265, 562, 14)

 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may restind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk to connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVENCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of luternal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hardo to agree in writing 🤼 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to works is/are located.

the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or IN WITNESS WHEREOF, the parties have decreated signed this Agreement this 2 1 <u>Aug 2020</u> at Antipolo City. S.E. SCRIAGO CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Equity/Firm/Corporation By: By: lonia teriano REBECCA A. YNARES Governor & Proprietor/Manager/President WITNESSES B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Ampolo City, personally appeared the following Valid ID Presented Date <u>Place</u> Name/Entity Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES SIDNEY SORIANO TIH NO. **233-687-2**89 all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Covered Pathweik at Telago Elementary School, Sitio Lelaga, Prey, Maybancel, Morong, Rizel ATTY AND TRAINE L. SANTOS NO ARYPUBLIC WITNESS MY HAND AND SEAL this AUG 31 TMB day of Antipolo ANTIONO, RICHL for Augono, Binangor, ao & Cardone. al intermediate manual. Until December 31,494) Asim, Matter No. 17 1000 PTR NC(230100) Riza! Dec No. Ref of Atternments of 150 Rocksy Public 1997 1997 Plant 1997 1997 1997 Page No.

Brick No. Series 20 20



NOTICE TO PROCEED

31 August, 2020.

MR. SIDNEY B. SORIANO S.B. SORIANO CONSTRUCTION Motong, Rizal

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Repair/Repainting of 2-Units 2-Storey Ynares Mutti-Purpose Building (Brgy. Hall/Day Care/Health Center), Brgy. Lagundi, Morong, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT | |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
S. B. SORIANO CONSTRUCTION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at rottong, kizel and herein represented by its Proprietor/President/General Manager, 510:22 SURIANO of legal age, Filipino citizen, single/married, resident of received, Rizel hereinafter referred to as the
CONTRACTOR WINESSEIH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Pantalawigan Ordinance No. 21, 9, 2019 namely:
depair/Receinting of 2 units 2-storey Ynares (biti-Purpose Muliding (Ergy, Heli/Day Care/Health Center), Bray. Lagundi, Morong, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive the public bidding bold last the Lowest Calculated Responsive the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the flurthed record the first fluorism 51x fluorism Five flurthed record. [P 308, 500, 61], Philippine Currency.
61/100 P 308, 630, 61), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 21, e. 2019
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
i, Addenda and Supplemental Builetins
j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
1 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Correctly, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to seeme this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. One Sundred Fifty-Tvo Thousand Five Bundred Eighty Peros 6 18/100 (P 152, 560.18

Philippine Currency, in the form of Performance Fond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory dumages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the comutative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement,
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elegannee from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either coasist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works 15/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of 2 1 Δ| <u>JC 2020</u> at Antipolo City. S. P. SCHLAND CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: SIDKEY SORIAND REBECCA A. YNARES Proprietor/Manager/President Governor ... WITNESSES NOTARIAL ACKNOWLEDOMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in gradified City, personally appeared the following Date Place Valid ID Presented Name/Entity Passport No. PB239281A Αυχμει 3, 2028 Manila HON, REBECCA A, YNARES SICKEY CORLAGE III: 40, 23+667-267 all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voltiniary act and deed as well as the equity that they respectively

present.

This instrument, consisting of three (3) pages metading this page wherein this acknowledgment is

written and has been signed by the parties hereto in each and every pu	
Repair/Repainting of 2 units 2-rioray Yeares full ey Care/Replith Center), Bugy, Ungondi, Morong,	ti-Porçose Building (Acgy, 1912/
	AT TY ANNA MARIE L. SANTOS NOTARY PUBLIC
WITNESS MY HAND AND SEAL US AUS 3 1 TORY of _	fonARbose - Finance region Cardona an in the PROVINCE OF RIZAL Unix Docember 31.4941
Doc No	Adm. Malter No. 19-200 PTR NCI 25-24-1 Rizal
Book No Sories 20	NO LAR v Rolling Attorneys No. 69250 177 Lifetime Krember No. 016632 /Ris ACCLE Compliance No.VI-0007881 Valid until April 14, 2022



NOTICE TO PROCEED

31 August, 2020

MR. JUAN PAOLO MIGUEL E. MANLAPIT L'EUSEBIO ACE DEVELOPMENT CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to

L. FUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the

Repair/Rehabilitation of Stone Masonry for Stope Protection of Pilitla River

(near M.L. Quezon Street), Brgy. Hulo, Pilitla, Rival

effective on the day you received this Notice to Proceed.

Epon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA & YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder JUAN FAOLO MIGUEL E. MANUAPIT

CONSTRUCTION AGREEMENT 15

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
La filserio ack development conferentiam, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Proprietor/President/General Manager, man parto picture P. Manager of legal age, Filipine citizen, single/married, resident of Parts City, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 4. 2019 namely: Repair/Rehabilitation of Stone Meroncy for Slope Protection of Pililla River (near M.L. Queson Street), Ergy. Malo, Pililla, Risei
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 24 July 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of Four Million Three Handred Sixty-Three Tenursed Plans that the Lower Pages 1 78/200
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heret hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with

- (145) calendar days, in accordance with the provisionsof the Bid One Burdend Party Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - SP Ordinance No. 21, pp. 2019
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the tatter hereby coverants with the PRIDVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Three Hundred Sixty-Three Thomsand Five Hundred Teenty-Samur), Philippine Perce & 78/100 (P4,363,527,78 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS

 Plity-Eight Pesos & 33/100

 Philippine Currency, in the form of Performance Sext as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit-

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the taperformed portion for every day of delay. Once the cumulative amount of Inquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compousation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfuture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases of the appropriate court of the city/muni- works is/are located.	r suit out of the implementate cipality of the Province of Ri	ion of this Agreement, izal where the infrastru	shall belong to seture project or
IN WITNESS WHEREOF, & 2 1 AUG 2020 at Ac	ne parties have hereunto signa stipolo City.	ed this Agreement this	day of
L. EUSTRIO ACE DEVELOPMENT	RIZAL I	PROVINCIAL GOVER	ENMENT
Entity/Firm/Corporation			
By:	Ву:	ъ	
JUAN PARED HIGHER P. WINT Proprieto/Manager/Prosident	APIT	CEBECCA A. YNARE Governor	S
	WITNESSES	l.	
LOLITA BODE GOZMAN	į	MA, VISTORIA B, TE	<u>SADA</u>
No	TARIAL ACKNOWS EDGM	ŒNT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY	S.S. ANGUNO, RELA	I	
BEFORE ME, a Notary Publi			following
Name Engly	Valid ID Presented	Date	Place
HON, REDECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u> XIAN PAULO MICHEL E. MANLAPIT</u>	TIN NO. 000-159-917	- 	
all known to me and to me known to acknowledgment that the same is their present.	o he the same person/s who free voluntary not and deed as	executed the foregoing s well as the courty that	s instrument and they respectively
This instrument, consisting of written and has been signed by the part	three (3) pages including this ics horeto in each and every pa	is page wherein this ac ge hereof, refers to the A	knowledgment is Agreement for:
Repair/Rehabilitation of St (near H.L. Queson Street),	one Hesenry for Slepe	Protection of Pil	
• •	•	ALTY AFF	Don

(Mean with Greson prosect) such ,	min' trriting	
WITNESS MY HAND AND SEAL thi. Antifenoseph C. K. L. C. C. Dec No 374 Page No 36 Book No 1 Series 20_39	s Alijo 3 1920 of	AFTY ANNA MARIE L. SANTUS NOTARY PUBLIC FOR ANSORAL BRIDGISHAM S CAMONA BILLION DECEMBER 31, 2021 Adm. Maller No. 11/200 PTR NO! 210/06/ Rizal NOTAR POSSITOMARY No. 69250 EP Lifetime Momber No. 016632 /Rizal MCLE Compilance No.VI-0007880 Valid until April 14, 2022



NOTICE TO PROCEED

31 August, 2020.

MR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Mr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS - that work may proceed on the

Construction of 2-Storey Ynares Multi-Purpose Building (Senior Citizen's Hall) at Sitio Libid, Brgy. Hulo, Pililla, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

Governor A

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	LARD EXITERES
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Saugganiang Panlalawigan Ordinance No. 21, 4, 2019 namely:
	Construction of 2-storey Ymeros Aulti-Purpose Building (Senior Citizen's Mell) at Sitio Libid, Ergy. Aule, Filille, Rizel
A S	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 July 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of 18 see 111 ion Three Bondyed Forty-Tive Transand One Bundred Fourteen Pages 4 01/100
1/8	1. The whole works subject matter of this Agreement shall be completed within the Sundred Forty-Four (144) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans. Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
•	 a. SP Ordinance No. 21, 1. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
	 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Hillien Three Hundred Forty-Five Proppend One Hundred Fourteen Pesos 8 01/100 (P 3,345,114.01), Philippine

Carrency, in consideration of the construction and only upon completion of the intrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

H

 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

16

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS

TOUTHY-FOUR PEROS & 20/100

Philippine Currency, in the form of Performance touch as a measure of guarantee for the fauthful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding

 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

Documents:

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:

B.The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreeauent;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows: to wit:

"All contracts executed in accordance with the Acr and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Buteau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commissions to resolved shall be

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or

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Entity/Firm/Corporation	KIZAL P	KOAINCIAT GOAF	KIRWERE
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HEHENTO YALLABOHAM	B.	₹ EBĘCCA A. YNARE	:S
Proprietor/Manager/President	_	Governor &	
	WITNESSES	O.	
LOUIS DE PRÉCUENCANT		IA. VICTORIA B. T	FIADA
LOLITA'B DE GUZMAN	13	in. The Charles I	olusi2
,	NOTARIAL ACKNOWLEDGM	ENT	
EPUBLIC OF THE PHILIPPINE	25)		
	· _ •	AL.	
BEFORE ME, a Notary Po) S.S. iblic for and in Addpolo City, per	sonally appeared the	following
Name/Entity	Valid 10 Prescoted	<u>Qale</u>	Place
ON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
AMATO VILLAROMAN	TIM NO. 119-041-446		

present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of 2-storey Ymeres With-Europe Sullaby (Senior Citizen's 1914) at Sitio Libid, Brgy, Rulo, Fillife, Rizel

KOTARY PURKE AUG 3 1 2000 WITNESS MY HAND AND SEAL this Antipologistic UNIO, IN ... for Angal (Rizan Prostocials Control and Talker) the PROVINCE OF RIZAL day of Unid December 31 3024 Adm. Matter No. 19-200
PTR NO. 19200 Rizal
Roll of Mistages No. 68250
iSP Machine Member No. 016832 /Riza-Doc No. 206 Page No. Book No. MCLE Compliance No.VI-0007890 Venturalities: 14, 2022 Series 20 PF.



NOTICE TO PROCEED

31 August, 2020

MR. LAURO M. EBIADAS KIT UBIADAS CONSTRUCTION CORP. Binanganan, Rizal

Dear Mr. Ubiadas.

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Repair/Repainting of 3-Units 2-Storey 6-Rooms Ynares School Building Quisao Elem. School, Brgs. Quisao, Pililla, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. VNARES Governor &

Lacknowledge receipt of this Notice on:

9. 1. 20.30

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT (?)

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Dinamponess</u> , <u>Tizul</u> , and herein represented by its Proprietor/President/General Manager, <u>Dinamponess</u> , of legal age, Filipino citizen, single/married, resident of <u>Bingmonen</u> , <u>Rizel</u> , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No
	Acquir/Repainting of 3 Chits 2-Storty 5 Rooms Yngres Subool Building at Cuisso Elementary School, Bopy. Quisso, Fililla, Rizal
•	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 Jety 2040, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Cre inlition Seven function Fifty Thousand Seventy-One (P_1,750,071.88), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
1	1. The whole works subject matter of this Agreement shall be completed within 1125 ty-Four (84) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
	a. SP Ordinance No. 21, P. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Pstimate d. Drawing, Plans and Specifications c. Construction Schedule
	 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding covelopes b. Bid Security j. Addenda and Supplemental Bulletins
	j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Good Sittlion Seven Hundred Fifty Thousand Seventy-Cre regod 6 88/100 (p. 1, 750, -71.88). Philippine Currency, in consideration of the construction and only upon completion of the intrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS if the standard inventy-Five Thousand Thenty-Charles is 5.56/100 (P 525,021.36)

Philippine Currency, in the form of Performance Book! as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR underakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfaiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of ______ at Antipolo City.

IN USIANAS CONSTRUCTION CORPORATION.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:
LAURG N., UBLADAS

Proprietor/Manager/President

WITNESSES

LOLITAB THE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) S.S.

REFORE ME, a Notary Public for and in ANGENIC City, personally appeared the following

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Cuisso Elementary School, Proy. Cuisso, Filille, Rizel

WITNESS MY HAND AND SEAL this 3 1 2021 day of ___

Doc No. 305
Page No. 34
Book No. 5
Scries 20 20

ATTY ANNA MARIE L. SANTOS NO ARY ELPERT for Anger & Brain Brain Services all in the PROVINCE OF SIZAL Unit Dependent 31, 2052 Adm. March No Llace of PTR NO 18 - 400 Rizal ROTAN STORBLE No. 88250 IBP Lisaine Member No. 016832 /Rizal MOLE Compleance No. VI-0007863

Ve id un⊞ April 14, 2022

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NOTICE TO PROCEED

31 August, 2020.

MR. DENNIS C. SANDIL.
D.C. SANDIL CONS'N AND REALTY DEV'T INC.
Rodriguez, Rizal

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to D.C. SANDIL CONS'N AND REALTY DEV'T INC.—that work may proceed on the Asphalt Overlaying / Concrete Reblacking (portion) of Col. S. Cruz St., Brgy. Balite and San Rafael, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA X. YNARES

Lacknowledge receipt of this Notice on:

4-1-2-20

Authorized Signature:

Name of the Representative of the Bidder:

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ter Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol,

Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
D.C. SANDIL CONST. 6 REALTY DEV ^T T. INC a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Plulippines, with principal place of business and office address at Sen Juen City and herein represented by its Proprietor/President/General Manager, DENNIS C. SANDIL of legal age, Filipino citizen, single/married, resident of Sen Juen City hereinafter referred to as the CONTRACTOR WITNESSETH That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5, 2019 namely:
Amphelt Overlaying/Concrete Reblocking (portion) of Col S. Cruz St., Brgy. Belite and San Refeel, Rodriguez, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Cakulated Responsive. Bid in a public bidding held tast 28 July 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Thelve Million Three Bundred Fifty-Fight Thousand Seven Hardred Forty-Five Peros 6 54/100 (P 12,358,745.54), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- The whole works subject matter of this Agreement shall be completed within (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herowith and incorporated heroin by way of reference, namely:
 - a. SP Ordinance No. 21, s. 2019
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - Construction Schedute
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Roles and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Twelve Million Three Hundred Fifty-Sight Thousand Seven Hundred Forty-Five (P 12, 358, 745.54), Philippine Perce & 54/100 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Three Million Seven Brades Seven Thomsand Six Hardred Trenty Three Pages S 66/100 (P 3,707,623.66)

Philippine Currency, in the form of Parformance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bieding Documents:

- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurentent Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workenen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change lorder adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
- 14. CONTRACTOR underskes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to reson to other alternative modes of disputes resolution

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the city/mut works is/are located.	nespatity of the Province of R	izal where the infrastro	icture project or
IN WITNESS WHEREOF, at A	the parties have hereunto sign Antipolo City.	ed this Agreement this	day of
U.C. SANDIL CONST. & REALTY	DEV'T.	PROVINCIAL GOVER	NMENT
Entity/Firm/Corporation		<i>†</i>	
ву: (Д)	Ву:	Ö	
DENTIS OF SANDIL	ı	EBECCA A. YNARE	S
Proprietor/Manager/President		Governor	
' <i>M</i>	WITNESSES	2/	
LOLITA DE GUZMAN		MA. VICTORIÁ B. TE	<u>AQAU</u>
<i>i</i> -			
NO	OTARIAL ACKNOWLEDGA	ŒNT	
REPUBLIC OF THE PHILIPPINES) S.S.		
BEFORE ME, a Notary Pub	ANGONO, RIZAL die for and in Autipolo City, p	s ersonally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
DENNIS C. SANDIL	TIN NO. 185-510-536	<u> </u>	
all known to me and to me known acknowledgment that the same is their present.	to be the same person/s who ir free voluntary act and deed a	executed the foregoing s well as the entity that	g instrument and they respectively
This instrument, consisting of written and has been signed by the part	of three (3) pages including the ries hereto in each and every pa	is page wherein this ac ge hereof, refers to the /	lmowledgment is Agreement for:
Acchelt Overlaying/Concrete Balite and San Rafael, Rodri	Reblocking (portion) o igu az, Rizel	f Col S. Cruz St.	, Brgy.
•		ATTY, ANNA WAR	E L. SANTOS
WITNESS MY HAND AND AND ARROUND, RIZAL	SEAT. this day of _	for Angerte, jib:Risase) all lo fine PROVINC Heril, Discert	Payvästatrdaptol. DE OF RIZAL Der 31.29 ∰
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MCLE Compliance No.Vs-0007680

Valled until April 14, 2022

Series 20_2co



NOTICE TO PROCEED

31 August, 2020.

MR. DENNIS C. SANDIL D.C. SANDIL CONSIN AND REALTY DEVIT INC. Rodriguez, Rizal

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to D.C. SANDIL CONS'N AND REALTY DEV'T INC.—that work may proceed on the Asphalt Overlaying / Concrete Reblocking (portion) of Daung Bahal St., Radriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

07/28/2020 # 19

CONSTRUCTION AGREEMENT | 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE; and

D.C. SANDIL CONST. 6 REALTY DEV[†]T. INC. a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at San Juan City and herein represented by its Proprieton/President/General Manager, DENNIS C. SANDIL of legal age, Filipine citizen, single/married, resident of San Juan City bereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, p. 2019 _______namely:

Asphalt Overlaying/Concrete Reblocking (portion) of Duang Sakel St., Rodriguez, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 July 2020 _____, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Twenty-Two Million Tyree Handred Sevanty-Eight Thousand Thirty-Two Peece 6 33/100 _______ (P22, 378, 032, 33 ____). Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto itereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within One Handred Forty (140) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely.
 - a. SP Ordinance No 21, 0, 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the wirming bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Themty-Two Hillion Three Handred Seventy-Right Thousand Thirty-Two Pesos

 6 33/100 (P 22,378,032.33), Philippine
 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any meacy or gift to any official or employee of the PROVINCE, or any Government instrumentality to seems this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS_Six Million Seven Bandred Thirteen Thomsand

 Four thindred Nine Peros 8 70/100

 Philippine Currency, in the form of Performance Road as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's AJI Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the complative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- II That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement:
- / 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR underakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the persinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

works	ivare located.				
	IN WITNESS WHEREOF,	, the parties have hereunto signed Antipolo City.	d this Agreement this	day of	
D.C.	SANDIL CONST. & REALT INC.	Y DEV [*] T.	ROVINCIAL GOVE	RNMENT	
	Entity/Eirm/Corporation				
By:	(\mathcal{D})	By:	S		
D	ENNIS AL SANDIL	Rì	EBECCA A. YNARE	S	
	oprietor/Manage/President		Governor _{ci}		
FI	Oblight Manager Leamon		4	i	
!	LOLITAR DE GLOMAN	WITNESSES <u>></u>	aa victorya b. ti	EJADA	
	——— _ <i>V</i>				
	. N	OTARIAL ACKNOWLEDGM	ENT		
REPU ANTI	RLIC OF THE PHILIPPINE	S)) S.S			
	BEFORE ME, a Notary Pu	blic for and in Antipolo City, per	t consily appeared the	following	
	Name/Enrity	Valid ID Presented	<u>Date</u>	<u>Place</u>	
HON.	REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila	
DETAY	IS C. SANDIL	TIN NO. 185-510-536		-——	
ali kou acknou presen	wledgment that the same is the	n to be the same person's who ear free voluntary act and deed as	executed the foregoing well as the entity that	g instrument and they respectively	_
writter	This instrument, consisting and has been signed by the pe	of three (3) pages including this acties hereto in each and every pag	page wherein this ac a hereof, refers to the /	knowledgatent is Agreement for:	
Asphe Rizal		Reblocking (portion) of	Deemg Bekal St.	Rodriguer,	
				RIE L. SANTOS PUBLIC	,
Antip	NGONO RIZALAND AND	SFAL this day of	ellin the PROV	Pe oropia Capton a BICE OF RIZAL Ember 31, 00 e 1	
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

31 August, 2020

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAN CONSTRUCTION CORP.—that work may proceed on the Construction of 2,000 gallons Elevated Steel Water Tank at Balagbag Elementary School, Brgy. San Isidro, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor 🕹

Lacknowledge receipt of this Notice on:

9-1 2020

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Singaponen, Rizel and herein represented by its Proprietor/President/General Manager, LAUNO M. UBIAMS of tegal age, Filipino citizen, single/married, resident of hardy on the Rizel hereinafter referred to as the CONTRACTOR WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in parsuant of the Sangguniang Pantalawigan Ordinance No	
Construction of 2,000 gallour Elevated Steel Water Tenk at Belegheg Elementary School, Orgy. San Inideo, Redriquez, Rizal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 28 July 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six forces Six Thousand Six Hondred Minery-Eight consideration of the amount of Six forces Six Thousand Six Hondred Minery-Eight Fevor & 36/100 (P 600,692.36), Philippine Currency	•
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto	,
hereby agree as follows. 1. The whole works subject matter of this Agreement shall be completed within Starty (60) calendar days, in accordance with the provisions of the flid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:) 1 3
s SP Ordinance No. 21, 4. 2019	
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule	
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes	
h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184	
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverages with the PROVINCE to construct and complete the infrastructure works subject this Agreement to conformity with the province of the Contract;	of
The many the CONTRACTOR the amount of PESC	2(

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

(P_006,698.36

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS.

 Cone Funding Eighty-Two Thousand Nine Pesos

 (P 182,009.57)

 Philippine Currency, in the form of Performance Fond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the amplementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this fiRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

 The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welliare compensation for injuries, minimum wages, hours of work and other labor laws;

 The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments stude thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No \$76, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeither in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

benefit derived from the act or acts in question or both at the discretion of the Courts. Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. day of IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this y i ACC 2020 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KET UBLADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation Üν: By: REBECCA A. YNARES LAUPO M. UBIADAS Governor Proprietor/Manager/President WITNESSES ORIA B. TEDADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) 5.5. ANTIPOLO CITY BEFORE ME, a Notary Public for and in the following City, personally appeared the following Place: Date Valid ID Presented Name/Entity Passport No. P8239281 A Manila August 5, 2028 HON, REBECCA A. YNARES

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

<u> 114 NO. 008-410-6</u>89

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for.

Construction of 2,000 gellons Eleveted Steel Later lank at Relaying Elementary Servol, Ergy. San Isidro, Rodniguas, Ritel

AND AND SEAL this AUG 3 1 TELL of

Doc No 366
Page No 23 ...
Book No 1 ...
Series 20 20

12930 G. UBLADAS

ATTY ANNA MARIE L. SARTOS NOTARY PUBLIC for Argoner Ball Provincial Opiniona attin the PROVINCE OF RIZAL Units Occamber 31, 2021

Adim Matter No. 1970 4 PTR NO. 1920 9 Riza! NB 00 A Stringers No. 68250 'BP Literano Marricer No. 016032 /Rizai

P Dřetímě Mariber No. 019332 /Riza MCLE Compliance No.V-4007463 Valid uniti April 14, 2022



NOTICE TO PROCEED

31 August, 2020.

MR. LAURO M. UBLADAS KIT UBLADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubradas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Rehabilitation of Drainage Canal at GSIS Rd. Daung Bakal), Brgy. Guitnang Bayan I, San Mateo, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

4-1-2-24

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
In JUNADAS CONSTRUCTION CORPORATION— a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binproporati, Risel and berein represented by its Proprietor/President/General Manager, LADEO M. URIARAS of legal age, Filipine entizen, single/married, resident of Libracoasti, Mizel, hereinafter referred to as the CONTRACTOR, WITNESSETH, That.
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, s. 2019namely:
Rehabilitation of Oreinage Canal at GSIS Road (Daeng Bakei), Ergy. Guitnams, Jayan I, San Mateo, Bizai
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 25 Jely 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Elght Hillion Four Humaned Eight Thousand Six Fundre Directly-Seven Peros 6 19/100 (P : 403,697.19), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows
1. The whole works subject matter of this Agreement shall be completed within the Hardged Staty (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, c. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest
 Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes Bid Security
 i. Addends and Supplemental Bulletins j. Nonce of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued to accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Fight Willion Four Hundred	ight Thousand fix .	undred Minety-Ser	ren Peros &
	- · · · · · ·		19 _), Philippine
Currency, in consideration of the cor	istruction and only upon	completion of the it	ifrastructure works
unless otherwise agreed by the parties,	, subject of this Agreemer	nt as a contract price at	the time and in the
manner presembed by the Contract and	specified in the Hid and .	as agreed upon by the (Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS two Million Five Mandred Twenty-Two Thousers;

 Six : Ancircle Wine Pesos 5 16/100

 Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injeries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-PMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to.
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the corrupctonce of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

furisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITH ESSIVIEREOF, the parties have hercunto signed this Agreement this _____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT RIT UPLADAS CONSTRUCTION CONFORM LOS Entity/Firm/Corporation Ву; By: REBECCA A. YNARES lauro M. Ubiadas Governo_€ Proprietor/Manager/President WITNESSES <u>/BE (R)2MAN</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Manila August 5, 2028 Passport No. P8239281A HON, REBECCA A. YNARES 116, NO. 008-41<u>0-6</u>49 LAURO N. UBIADAS all knowe to me and to me knowe to be the same person's who exceeded the feregoing instrument and acknowledgment that the same is their free voluntary not and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: debpoilitation of Drainest Court of ASIS Rose (Lang Lake), wray, Making. layan I, San Meteo, Sizel ATTY ANNA MARIE L. SANTOS NO ARY PURA: WITNESS MY HAND AND SEAL this AUG 3 1 2021 of for Angangilan Proprincial Capitolons at this PROVINCE OF RIZAL Unit December 31, 404, Antipolo Giga UNC, Ki ame Adm. Vigito: (ep. 19004) PTR NO! 94949.75 Doc No. _ ISP Charles Member No. 08250 Page No. __ 74 Book No MCLE Compliance No.VI-9007893 Scries 20 po. Valid gorf April 14, 2022



NOTICE TO PROCEED

31 August, 2020.

MA, ROMA ANGELINE D. RIMANDO ST TIMOTHY CONSTN. CORP. Pasig City

Dear Ms. Rimando:

The attached Contract Agreement having been approved, notice is hereby given to ST. TIMOTHY CONSTN. CORP. that work may proceed on the Asphalt Overlaying/Concrete Reblacking (portion) of Mayor Jose F. Dia: Ave., Brgy. Gutod Malaya, San Mateo, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space. provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA ADVNARES Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: ROMA ANGELINE D. RIMANDO

CONSTRUCTION AGREEMENT $\imath^{ u}$

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol. Coroumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
57. TRODISY CONSTRUCTION CONTENTION, a soft proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Poetg City and herein represented by its Proprietor/President/General Manager, NOW MOULTHE D. REMINDO of legal age, Filipine citizen, single/married, resident of Poets City hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 2, 2019 namely:
A refer to Everleying/Concrete Rebicching (portion) of Mayor Jose F. Diaz Ave Dagy. Gulod Melays, Sen hateo, mixel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 25 JULY 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works, and specification is consideration of the amount of Five Filipping Name Bundred Forty-Six Thousand hine Five Filipping Currency. (P. 3, 20, 203-24), Philipping Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto agree as follows
1. The whole works subject matter of this Agreement shall be completed within F1fty (5) calendar days, in accordance with the provisions of the Bis Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 21, 3. 20, 19
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
c. Construction Schedule f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletins
 j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
Printed with transferred of the Advantage of the Contract of t

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract; 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Tive Million Nine Bundred Pairty-Six Processor . For Planted Printy-sive 100000 (P 0, 935, 935, 24), Philippine ₹ 24**/10**0

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Give 19111on Seven Fundaed Eighty-One Thoursaid Eighty Force 3 57/100 (P.1, 761, USU. 57)

Philippine Currency, in the form of Parformance Fond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement,

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit-

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten purcent (10%) of the amount of the contract, the Procuring Entity may rescand or tenainate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
- 14. CONTRACTOR underskes to pay taxes in full and on time, failure to do so will entitle the PROVINCH to suspend payment for my goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

vorks is/are located.			
IN WITNESS WHEREOF, to 2012 AUG 2012 at A	he parties have hereunto signod intipolo City.	this Agreement this	day of
on 184 to Thibriton Gal	IGRATICS RIZAL PR	OVINCIAL GOVE	NMENT
Entity/Firm/Corporation			
y:	Ву:	4	:
Proprietor/Manager/President	? RE	BECCA A. YNARE Governor J	S
j	WITNESSES		
LOLITA P. DISCUZMAN		a vicabria e ti	<u>JADA</u>
/	TARIAL ACKNOWLEDGME	, ти	
EPUBLIC OF THE PHILIPPINES NTIPOLO CITY BEFORE ME, a Notary Pub)) S.S. lic for and in Antipolo City, pers	A. conally appeared the	following
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u> :
ON, REBECCA A. YNARES	Разsроп No. P8239281A	August 5, 2028	Marila
TO A DELIGN OF REMARKS	<u> </u>	_ ·	
It known to me and to me known throwledgment that the same is their resent.	to be the same person's who et r free voluntary act and deed as v	xecuted the coulty that	they respectively
This instrument, consisting overtien and has been signed by the parties it. (New Yey) as // Concrete	South they (porcess) of	Hereol, reters to the	ing Am.
This instrument, consisting or rritten and has been signed by the par	ties bereto in each and every page Controlling (powering) of The controlling (powering) of NUS 3 1 7010	ATTY ANN NOT for Angono, 6 all in the PTR N	(greenentier:



NOTICE TO PROCEED

31 August, 2020

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Rehabilitation/Improvement of Drainage Canal at Kambal Road, Brgy. Guitnang Bayan I and Guitnang Bayan II, San Mateo, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

4.4.2020

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

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CONSTRUCTION AGREEMENT 23

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REHECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at finengonen, Stz21 and berein represented by its Proprietor/President/General Manager, LAGID II. Uplacks of legal age, Filipino citizen, single/married, resident of Finengonen, Rizz1 bereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8. 2019 namely: Reconstitution/Improvement of Preinage Const at Reads Road, Bogy. Guitness
Boyon 3 and Guitneng Bayen II, Can Mateo, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 28 July 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Million Eight Burklied Minety-Three Thousand Six Landred Forty-Nine Peros 4 69/100 (P. 6, 200, 649, 69), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties berete hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the limited Fifty (150) calendar days, in accordance with the provisions of the Bir Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, 9, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelopes h. Bid Security 1. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six (Allion Eight hundred (directy-three Thousand of). (Thousand Contractor) (P the parties) (P the

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS 100 inilition birdy-right Thousand Ninety-rour (P 2,003,034.31)

Philippine Currency, in the form of rerrors with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ton percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrature under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration moder the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing 23 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil hisbility or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. WITNESS WHEREOF, the parties have hereunto signed this Agreement this _ 2020 at Antipolo City. RIZAL PROVENCIAL GOVERNMENT KIT MUSICAN CONSTRUCTION CORRESPONDED Entity/Firm/Corporation Bv: By: A. YNARES LAURO K. UBLADAS REBECCA Governor X Proprietor/Manager/President WITNESSES <u>MA, VICTORIA B. TEJADA</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Angolo City, personally appeared the following Place Valid ID Presented Date Name/Empty August 5, 2028 Manila Passport No. P8239281A HON, REBECCA A, YNARES Liuko fi. Uniadas <u>4.1.3 500 , 4038-4610-1555</u>-4 all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

larabilisasion∕Ingrovename pi diring pageng) na Nabbil Boed, ingg. Jaitaka aryon I and Guitnerg Seyen II, ben cette. Rizel

	NUG 3 1 2028	į
WITNESS MY HAND AND SEAL Antippin GIVING, PALZAL	thisday of	—
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Book No. Series 20 <u>- 20</u>:

for Angono. Binarganan & Cardona al, in the PROVINCE OF RIZAL Until December 31, 2421 Adm. Nighte: No. 19466 NOTARY PERING! 2002 R zer Roll of Ademoya No. 69250 ISP Lifetime Member No. 016832 /Riz MCLE Compliance No.VI-0007883

Valid until April 16, 2022

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TY ANNA MARIE L. SANTOS , al Rigal Programma Magneti,



NOTICE TO PROCEED

31 August, 2020

MS. ELIZA N. VILLARICO TNV CONSTRUCTION AND SUPPLY Malolos Bulacan

Dear Ms. Villarico:

The attached Contract Agreement having been approved, notice is hereby given to TNV CONSTRUCTION AND SUPPLY—that work may proceed on the Const. of 17x30m Yaares Multi-Purpose Covered Court at Sampaloc Nat'l. High School, Brgy. Sampaloc, Tanay, Rital effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

9-1-2020

07/28/2020 # 24

CONSTRUCTION AGREEMENT 24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Helples, Bulecan and herein represented by its Proprietor/President/General Manager, ELIZA VILLARICO of legal age, Filipino citizen, single/married, resident of Malales, Bulecan, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Panlalawagan Ordinance No. 21, 0. 2019 namely:
Construction of 17x30m Ymeres Multi-Purpose Covered Court at Sempeles National Righ School, Brgy. Sampelou, Tensy, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 28 kely 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount of Four Hillion One Handred Six Thousand Right Handred Flore Person 403/100 (P4,106,811.03), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
I. The whole works subject matter of this Agreement shall be completed within One Handred Twenty-Fight 128) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No. 21. 2. 2019 b. Cortificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supptemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS four Hillion One Handred Six Thousand Fight Ihmdred Fleven Peros 4 03/100

(p 4,106, 611.03), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVPNCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. One Million Two Mundred Tirity-Two Thousand Forty-Three Pases & 31/100 (P 1,232,043,31)

Philippine Currency in the form of Performance Bond as a measure of measures for the

Ptulippine Currency, in the form of Performence Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Roles and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the producement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR and gakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. Thu, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 24 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the city/mu works is/are located.			!
in witness whereof, 2_1 AUG_2020====	, the parties have hereunto signed. Antipolo City.	this Agreement this	day of [
Entity/Firm/Corporation	Y RJZAL PR	OVINCIAL GOVER	NMENT
By: Glesis Wer	Ву:	B	,
ELIZA VILLARICO	RE	BECCA A. YNARE: Governor >-	, i
Proprietor/Manager/President		Corcian 2	ļ
6	WITNESSES	2	,
LOLITA B. DILGUZMAN	<u>M</u>	A. VICTORIA B. TE	<u>ADA</u>
("	OTARIAL ACKNOWLEDGME	NT.	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY BEFORE ME, a Notary Pu	SS)) S.S. ablic for and in Manageria City, pers	conally appeared the t	following
Name Entity	Valid ID Presented	<u>Dute</u>	Place
HON, REDECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
ELIZA VILLABIOD	TIN 180, 312-099-087		
all known to me and to me know acknowledgment that the same is th present.	ioir Jree voluntary act and deed as v	Well 25 the clienty arm	any 120 pro
written and has been signed by the p	of three (3) pages including this parties hereto in each and every page	Recent, reters to use a	All ocusor re-
Construction of 17x30m Frank Metional High School, Mary.	es Multi-Furpose Covered (Sampeloc, Taney, Rizel	Court at Sampels)6
		NOTA	MARIEL, SANTO
WITNESS MY HAND AN Ambroid City NO. R. Y. HAND AN	D SEAL daisAUS 1 10287047	for Angong "Bis —— — all at the PR(Until C Adm.	BODASAN & Candon DVINCE OF RIZAL Becamber 31, 2021 Matter No. 19 ne/
Doc No 313 Page No 30 Book No 1 Series 20_22	· .	PTR NO Roa of And B EVOTERNO NOM MCUE Complie	1 37:49 Rizal Incys No. 69250 Mer No. 016632 IF ance No. VI-0007851
		Valid unti	l April 14, 2027



NOTICE TO PROCEED

31 August, 2020.

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBLADAS CONSTRUCTION CORP.—that work may proceed on the

Constn. of Water System Level II at Teresa District Jail, Sitto Buhangin, Brgy. Dalig, Teresa, Kizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

9. (363)

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT X

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, berein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pinangorna, Nizel and herein represented by its Proprieton/President/General Manager, LAURO No DelAD/C of legal age, Filipino citizen, single/married, resident of LAURO No DelAD/C hereinafter referred to as the CONTRACTOR. WITNESSETTI, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 9, 2019namely.
Construction of Mater System Lovel II at Terese Sistrict Juli, Sitio Lubangin, Ergy. Delig, Teresa, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declated as the Lowest Calculated Responsive. Bid in a public bidding beld last 20 July 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth is the bid documents, approved plans, program of works and specification in consideration of the amount of 1000 four between Staty-Six Thousand (p. 3,403,016,30), Philippine Currency.
consideration of the amount of political (p 3,403,016.33), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows 1. The, whole works subject matter of this Agreement shall be completed within case expected Sixty (15%) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows 1. The, whole works subject matter of this Agreement shall be completed within calculated Sixty (197) calculated days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents.

 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE bereby coverants to pay the Auree million Four Huxired Sixty-Six Thousean	CONTRACTOR the amount of PESOS Sinceon Pesos & 55/LXX
	(p.3,405,010.53), Philippine
Currency, in consideration of the construction and only up	on completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreen	sent as a contract price at the time and in the
manner prescribed by the Contract and specified in the Bid an	d as agreed upon by the Contractor;

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4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to theisigning bitchist in the herewith the prior to the signing bitchist in the form of ______ as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Hidding

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period.
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), anless otherwise meansistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or testitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resoind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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Documents:

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution,

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding decuments or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Junsdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or

works is/are located. RIT UNIMEAN CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Dv: LAURO M, UBLAIMS Proprietor/Manager/President WITNESSES <u>LOLITA B</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. ANTIROLO CITY BEFORE ME, a Notary Public for and in Pulipolo City, personally appeared the following Place Valid ID Presented Dan: Name/Entity August 5, 2028 Passport No. P8239281A Manila HON, REBECCA A. YNARES TIN NO. 007-410-699 > LAURC : UPTAPAS all known to me and to me known to be the same person/s who executed the foregoing instrument and

acknowledgment that the same is their free voluntary and and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for.

Constantion of Water System Level II at Torego Limitate Jail, Sitto amangin, Pray. Dalie, Teresa, Mizal,

WITNESS MY HAND AND SEAL ING 3 1 7000 IGONO, RIZAL Andipari@RNO, RTZAL

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ANNOMANIE L. SANTOS NOTARY PUBLIC for Angenor Bits Provincial Capitalina for Angendrebnia compare Californa

"all in the PRCV/NOS OF RIZAL

Until Decamber 31, 2001

Adm Matter No. 13, 2001

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Roll of Attentions Vo. 39250

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